



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Creating Community Through People, Parks and Programs"*  
Russ Guiney, Director

---

June 29, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#24 JUNE 29, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE THE PROPOSED AGREEMENT AND FUNDING FOR  
DESIGN AND DEVELOPMENT OF AN OBSTACLE COURSE, AND  
ALL TERRAIN VEHICLE TRAINING AREA AT  
SAN GABRIEL CANYON OFF-HIGHWAY VEHICLE RECREATION AREA  
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

### **SUBJECT**

Approve the agreement and funding from the Department of Parks and Recreation Off-Highway Vehicle CN7 funds to the California Trail Users Coalition for the design and development of an obstacle course and all terrain vehicle training area located on United States Forest Service land within the San Gabriel Canyon Off-Highway Vehicle area.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed administrative actions are not subject to the California Environmental Quality Act as the actions do not meet the definition of a project according to Section 15378 (b)(4)(5) of the State California Environmental Quality Act Guidelines, because the actions are administrative activities for government grants which by their terms do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.
2. Approve and instruct the Chair to sign the agreement to provide funding up to, but not exceeding, \$183,979 to California Trail Users Coalition. The funding is required for the design, and development of an obstacle course, and all terrain vehicle training area, at the 150 acre San Gabriel Canyon Off-Highway Vehicle recreation area.
3. Approve the project and authorize the Director of the Department of Parks and Recreation to carry out all project-related responsibilities under the agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of these actions will provide for the development of an obstacle course and accompanying all terrain vehicle training area at the San Gabriel Canyon Off-Highway Vehicle (OHV) recreation area. Under the proposed agreement the Department of Parks and Recreation (Department) will utilize OHV grant funds that have been held for the purpose of providing OHV recreation areas including training within Los Angeles County.

Under the proposed agreement, the Department will transfer a portion of the OHV CN7 funds to California Trail Users Coalition, Inc. (CTUC), a non-profit corporation dedicated to the improvement of trails, trail heads, staging areas, and other facilities for OHV, equestrian, hiking, and mountain-biking uses. The funding from this grant will finance the design, and development of the obstacle course and all terrain vehicle training area.

CTUC will deposit all cash funds received under the terms of the agreement to an interest bearing account, and provide the Department with a quarterly report including amounts deposited, interest earned, and expenses accrued beginning July 15, 2010.

State Park's Off Highway Motor Vehicle Recreation (OHMVR) Division annually distributes funding to agencies in the State of California to improve OHV recreation by promoting education and training regarding the safe prudent operation of OHV's. These funds are collected by the State and distributed to counties under Public Resources Code Section 5090.61 and California Vehicle Code 38240.

There is a shortfall of OHV recreation sites within Los Angeles County, resulting in a critical lack of OHV recreation opportunities for Los Angeles County residents. Due to the insufficient amount of OHV recreation areas, this is an excellent opportunity to utilize an existing OHV area, with use of Department's OHV CN7 funds for the benefit of County residents.

### **Implementation of Strategic Plan Goals**

Approval of this recommendation meets the County Strategic Plan Goals of Operational Effectiveness (Goal 1), Children, Family, and Adult Well-Being (Goal 2), and Community and Municipal Services (Goal 3), by partnering with United States Forest Service (USFS) and CTUC utilizing the State Park's OHMVR funds to design and develop the obstacle course and all terrain vehicle training area providing OHV opportunities within the San Gabriel Canyon area.

### **FISCAL IMPACT/FINANCING**

There is no impact to the County General fund. Sufficient funding is available in the Department's OHV CN7 fund to provide for the design and development of the obstacle course and all terrain vehicle training area.

The project is being constructed on USFS land within the 150 acre San Gabriel Canyon OHV area. The FS will be responsible to maintain and operate the four-wheel drive course and all terrain vehicle training area.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The approval of this project will permit an agreement between the County and CTUC. Both parties are required to indemnify, defend, and save harmless one another, their elected or appointed officers and employees.

The agreement has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed administrative actions are not subject to California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Sections 15378 (b)(4)(5) of the State CEQA Guidelines, because the actions are administrative activities for government grants which by their terms do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

Additionally, the proposed project is located in and under the jurisdiction of the USFS, Angeles National Forest, San Gabriel River Ranger District. As a federal facility, the proposed project must comply with the National Environmental Policy Act (NEPA). The USFS has determined that the proposed project is in a category of actions that are excluded from documentation in an Environmental Impact Statement or Environmental Assessment. The category of exclusion selected is pursuant to USFS Handbook 1909.15, Section 31.2.1.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will cause no impact on current services and projects.

### **CONCLUSION**

It is requested that two adopted copies of this letter and the agreement be returned to the Department of Parks and Recreation, one copy to the Auditor-Controller, and one copy to the Chief Executive Office.

The Honorable Board of Supervisors

6/29/2010

Page 4

Respectfully submitted,



RUSS GUINEY

Director

RG:NG:re

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

## AGREEMENT

### AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES, DEPARTMENT OF PARKS AND RECREATION AND THE CALIFORNIA TRAIL USERS COALITION FOR THE DESIGN AND DEVELOPMENT OF AN OBSTACLE COURSE AND ADJACENT ALL TERRAIN VEHICLE TRAINING AREA LOCATED WITHIN THE BOUNDARY OF THE SAN GABRIEL CANYON OFF-HIGHWAY VEHICLE RECREATION AREA

This Agreement ("Agreement") is made and entered into this 29<sup>TH</sup> day of JUNE, 2010, by and between the County of Los Angeles ("County"), a body corporate and politic, and the California Trail Users Coalition ("CTUC"), a non-profit public benefit corporation, organized and existing pursuant to California law.

#### RECITALS

**WHEREAS**, the County has received funds from the State of California's Off-Highway Motor Vehicle Recreation (OHMVR) Division Trust Fund and has encumbered \$183,979 within Department of Parks and Recreation CN7 OHV fund, specifically for the development of the San Gabriel Canyon Off-Highway Vehicle (OHV) obstacle course and adjacent all terrain vehicle (ATV) training area; and

**WHEREAS**, the County is desirous of developing new Off-Highway Vehicle recreation areas for the OHV community within the County; and

**WHEREAS**, Section 26227 et seq. of the Government Code of the State of California authorizes and empowers counties and non-profit public benefit corporations to enter into agreements for said purposes; and

**WHEREAS**, CTUC agrees to provide site planning, permitting as needed, design and development per approved final site plan for an amount not to exceed \$183,979 within twelve (12) months (365 calendar days) from the execution date of this agreement; and

**WHEREAS**, County agrees to reimburse CTUC for allowable expenditures to prepare, design, and develop an obstacle course and adjacent ATV training area at the San Gabriel Canyon OHV site, up to and not to exceed \$183,979:

**NOW, THEREFORE** in consideration of the mutual covenants and conditions contained herein, County and CTUC agree as follows:

#### 1. INCLUSION OF RECITALS

The above recitals are incorporated in this Agreement.



## **2. TERM**

This Agreement shall commence on the date the County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk thereof ("Commencement Date") and shall terminate twelve (12) months from the board of approval date.

## **3. DELEGATION**

County's responsibilities under this Agreement are expressly delegated to the Director ("Director") of the County of Los Angeles Department of Parks and Recreation ("Department") or his authorized representative. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless executed by the CTUC and the County.

## **4. PROJECT AGREEMENT**

CTUC agrees to have completed design and development of stated obstacle course and adjacent ATV training area as specified in its proposal (Exhibit A) within twelve (12) months from the date of execution of this Agreement for an amount up to, though not to exceed, \$183,979.

## **5. FUND RELEASE**

County, acting through its Department, agrees to pay CTUC up to, and not to exceed \$183,979, including contingencies, for the design, and development per County approved final site-plan for the obstacle course and adjacent ATV training area. The County shall also perform an audit of project expenditures, before final retention payment is made. The County reserves the right to perform an audit of project expenditures at a later date.

- a. Project allowable expense is \$153,316 with up to \$30,663 contingency as needed, which equals total project cost up to, but not to exceed \$183,979.
- b. Benchmark for distribution of funds: Project construction cost estimate sheet (Exhibit B), and construction invoices to be used as a benchmark to evaluate percentage of work completed for disbursement of funds per listed schedule to CTUC stipulated as "Project" forthwith.
- c. Fund Release Schedule: Ten percent (10%) retention monies to be withheld from total project cost of \$183,979. Retention monies to be paid out to CTUC upon final approval of the completed Project (obstacle course with accompanying ATV training area), by County authorized representative.
- d. The County shall initiate the payment process for release of funds to CTUC on the following schedule:
  1. First disbursement at forty-five percent (45%) of \$153,316 equals \$68,992 dispersal upon execution of agreement, and proof of \$2 million liability insurance and proof of Forest Service five-year special use permit;

2. Second disbursement at forty-five percent (45%) of \$153,316 equals \$68,992 disbursement upon completion of ninety percent (90%) of construction. Note: Ninety percent (90%) of project equates to completion of ATV Training Area, and Obstacle Course including completion of seventh week construction activities as outlined within exhibit A (construction schedule), with only perimeter fence and gate not yet completed;
3. Final disbursement and acceptance at one hundred percent (100%) completion of Obstacle Course and accompanying ATV training area including completion of tenth week construction activities, as outlined within exhibit A (construction schedule). County representative to review and sign-off on completed project before final release of project funds; Note: Release of the ten percent (10%) retention funds \$15,332 (plus contingency of up to \$30,663 if expended, equals final payment of from \$15,332 up to \$45,995).

## **6. NON-PERFORMANCE**

If, for any reason, and at any time during the course of the Project, CTUC is unable to complete either the obstacle course with accompanying ATV training area as specified in this Agreement, all unused funds shall be reimbursed to the County and all documents, complete or incomplete, created under the terms of this Agreement shall become the sole property of the County.

Project financing costs are not an allowable reimbursable expense. The Department has the sole discretion to disallow any CTUC cost that it deems inconsistent with the projects allowed expenditures.

## **7. TERMINATION FOR CONVENIENCE**

This Agreement may be terminated by either party at any time and for any reason upon one hundred eighty (180) days by written notice to the other.

## **8. INDEMNIFICATION OF COUNTY BY CTUC**

CTUC agrees to defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to bodily injury, personal injury, death or property damage, arising from or connected with CTUC's operations or activities pursuant to this Agreement, including any Worker's Compensation suits, liability, or expense arising from or connected with services performed on behalf of CTUC by any person pursuant to, or as a result of this Agreement. CTUC's duty to indemnify County shall survive the expiration or other termination of this Agreement.

## **9. INSURANCE**

CTUC shall provide insurance coverage in the amounts and in accordance with the terms specified in this Section. Without limiting the CTUC's indemnification of



the County, the CTUC shall provide and maintain throughout the term of this Agreement, at its own expense, the following insurance coverage's. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County:

- a. **General Liability Insurance** - Written on ISO policy form CG 00 01 or its equivalent for self-insured entities, with Limits of not less than the following:
  1. General Aggregate: \$2 million
  2. Products/Completed Operations Aggregate: \$2 million
  3. Personal & Advertising Injury: \$1 million
  4. Each Occurrence: \$1 million
- b. **Auto Liability Insurance** - Written on ISO policy form CA 00 01 or its equivalent for self-insured entities, with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."
- c. **Workers Compensation and Employers' Liability Insurance** - Providing Workers Compensation benefits, as required by the Labor Code of the State of California, for which the CTUC is responsible. In all cases, the above insurance also includes Employers' Liability coverage with limits of not less than the following:
  1. Each Accident: \$1 million
  2. Disease - policy limit: \$1 million
  3. Disease - each employee: \$1 million
- d. **Evidence of Insurance** - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

County of Los Angeles  
Department of Parks and Recreation  
510 South Vermont Avenue, Second Floor  
Los Angeles, California 90020-1975  
Attention: James Barber, Head – Land Acquisition/Obligation

Such certificate(s) or other evidence of coverage shall be required prior to commencing activities pursuant to this Agreement and shall:

1. Specifically identify this Agreement.
2. Clearly evidence all coverage's required in this Agreement.
3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation, termination or change in limits of any policies evidenced on the Certificate of Insurance.



4. Include copies of the additional insured endorsement to the general liability policy, adding the County and its officials, officers and employees as additional insured's for all of the CTUC's activities arising from this Agreement.
  5. Identify any deductibles or self-insured retentions for County's approval. The County retains the reasonable right to require the CTUC to reduce or eliminate such deductibles or self-insured retentions as they apply to County or to require the CTUC to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- e. **Insurer Financial Ratings** - Insurance is to be provided by an insurance company reasonably acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County. Notwithstanding the foregoing or any other provision hereof to the contrary, the CTUC, in its sole discretion, may elect to self-insure any or all of the insurance coverage that the CTUC is required to provide pursuant to this Agreement, in which case, the CTUC's evidence of self-insurance shall satisfy the requirements of this Section 16(a).
- f. **Failure to Maintain Coverage** Failure by the CTUC to maintain the required insurance or to provide evidence of insurance as required pursuant to this Agreement that is reasonably acceptable to County, shall constitute a material breach of this Agreement.
- g. **Notification of Incidents, Claims or Suits** – CTUC shall report to County:
1. Any accident or incident relating to activities performed by the CTUC pursuant to this Agreement that involve injury or property damage that may result in the filing of a claim or lawsuit against the CTUC and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
  2. Any third-party claim or lawsuit filed against the CTUC arising from or related to activities performed by the CTUC pursuant to this Agreement.
  3. Any injury to a CTUC employee that occurs on the joint use site.
  4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to CTUC pursuant to the terms of this Agreement.
- h. **Compensation for County Costs** - In the event the CTUC fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, the

CTUC shall pay full compensation for all costs reasonably incurred by County.

- i. **Insurance Coverage Requirements for Sub-contractors** - The CTUC shall ensure that any and all sub-contractors performing services pursuant to this Agreement meet the insurance requirements of this Agreement by either:
  1. The CTUC providing evidence of insurance covering the activities of the sub-contractors; or,
  2. The CTUC providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

## **10. DEFAULT REGARDING USE OF COUNTY LOBBISTS**

The CTUC and each County Lobbying firm, as defined in the Los Angeles County Code Section 2.160.010, retained by CTUC shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of the CTUC, or any County Lobbyist or County Lobbying firm retained by CTUC, to fully comply with the County Lobbyist ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. Nothing in this Section shall be construed to prohibit CTUC from seeking review of stay of any such determination from any administrative body or court.

## **11. RULES OF CONSTRUCTION**

This Agreement shall be construed in accordance with the following unless otherwise apparent from the context in which they are used:

- a. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory, and "may" is permissive.
- b. Any time limits set forth in this Agreement may be extended by mutual consent of the parties in accordance with the procedures for adoption of an agreement.

## **12. NOTICES**

All notices or other correspondence sent or required to be sent pursuant to this Agreement shall be in writing and shall be delivered in person, by facsimile transmission, or by certified United States mail, postage prepaid, and addressed to the party or parties as indicated in this Section. Any such notice or other correspondence shall be deemed to have been given to the receiving party only upon receipt. Any party indicated in this Section may change its address, the person to whom attention shall be directed, or its facsimile number by giving notice to the other parties as provided above. In the event any party utilizes signed documents transmitted by facsimile, the receiving party may rely upon such documents as if they bore original signatures. The party transmitting any



document(s) by facsimile shall provide the receiving party with the document(s) bearing the original signature(s) within 72 hours of transmission by facsimile. Any document that shall or will be recorded; however, must bear original signature(s) because the County Recorder will not accept for recording any documents bearing non-original (facsimile) signatures. Notices or correspondence required or given pursuant to this Agreement shall be addressed as follows:

Los Angeles County Department of Parks and Recreation  
Attention: Director  
433 South Vermont Avenue  
Los Angeles, CA 90020-1975  
Facsimile number: (213) 738-6444

To CTUC: California Trail Users Coalition  
Attention: Edward H. Waldheim, President  
3550 Foothill Boulevard  
Glendale, CA 91214  
Facsimile number (818) 957-4435

### 13. **FORCE MAJEURE**

Non-performance by any party of any obligation set forth herein shall be excused when it is reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that party for any of the following reasons:

- a. War, insurrection, significant and substantial civil commotion, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, acts of God, government restriction, litigation, acts or failures to act of any governmental agency or entity other than the non-performing party.
- b. Inability after best efforts to secure necessary labor, materials or tools, strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor or supplier.
- c. Inability after best efforts to 'obtain and consummate necessary financing, or delays caused by any lender or third party relating thereto, provided; however, that any delay based upon this clause shall not be excused beyond one year.

### 14. **GENERAL PROVISIONS**

- a. **Severability** - If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect.
- b. **Cooperation of the Parties** - Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and

secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

**15. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is of no force or effect.

**16. EFFECT OF AGREEMENT**

This Agreement provides specifically for the joint use project by the CTUC and the County, and shall not be construed as applying to any other CTUC or County property and shall not serve as precedent for any other proposed or future joint-use agreements between the CTUC and County, or between the CTUC and any other public or private party.

/

/

/

/

/

/

(SIGNATURE PAGE FOLLOWS)



IN WITNESS WHEREOF, the California Trail Users Coalition, by order of its Board of Directors, has caused this Agreement to be duly executed on its behalf by its President, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Chair of the Board of Supervisors and attested by the Executive Officer-Clerk thereof, as of the day, month and year first written above.

CALIFORNIA TRAIL USERS COALITION,  
Non-profit public benefit corporation

By: *Edward H. Waldheim*

Edward H. Waldheim, President

COUNTY OF LOS ANGELES,  
a non-body corporate and politic

By: *Gloria Molina*

Gloria Molina, Chair  
Board of Supervisors

ATTEST: Sachi Hamai,  
Executive Officer-Clerk of the  
Board of Supervisors

By: *Andrea Sheridan Ordin*

Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: *Andrea Sheridan Ordin*

Deputy

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By: *Christina A. Salseda*

Christina A. Salseda, Principal Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**24** JUN 29 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Exhibit A

## ***California Trail Users Coalition***

3550 Foothill Boulevard, Glendale, CA 91214  
A 501 [c] (3) Non-profit Corporation #2028091 & 95-4690961

[www.ctuc.info](http://www.ctuc.info) [www.trailusers.org](http://www.trailusers.org)

June 24, 2009

Robert Ettleman  
Off-Highway Vehicle Park Planner  
County of Los Angeles, Department of Parks & Recreation  
510 S. Vermont Ave. 2<sup>nd</sup> Floor  
Los Angeles, Ca. 90020

Re: Grant Proposal for the construction of an Obstacle Course and ATV Training Area within the San Gabriel Canyon (SGC) Off-Highway Vehicle (OHV) area.

Dear Mr. Ettleman:

California Trail Users Coalition (CTUC) requests the County of Los Angeles, Department of Parks and Recreation to grant OHV funds in the amount of \$183,979 (see attached construction cost sheet and site plan) for the design and construction of an Obstacle Course and ATV Training Area (Project) within the confines of the San Gabriel Canyon OHV Area. The site location of the proposed OHV Project is located northeast of Hwy 39, below the entrance parking area to the one-hundred fifty (150) acre SGC OHV Area.

STAKEHOLDER INPUT: The decision to construct the Obstacle Course and ATV Training Area are the result of lengthy discussion and debate with interested stakeholders, on how to "minimize" the OHV impacts to the area, and in particular the San Gabriel River.

ENVIRONMENTAL MITIGATION: The NEPA documentation has been completed by the Forest Service. The Project will be an added attraction, as well as, an environmental mitigation to the area. The placement of the Project OHV site away from the streambed, below and beside the entrance ramp is sensitive to the environmental needs of the area, since the Project will be accessible from the parking lot without having to cross the San Gabriel River.

ANNUAL DIVERSION: It has been designed to offer an annual diversion, especially needed when the San Gabriel reservoir is full. It will provide group orientated activity for social interaction, which is an integral aspect of the OHV experience.

COORDINATION: The position, placement and planning of the Obstacle Course and ATV Training Area is the result of a cooperative effort by members of the : OHV and Environmental Community, Angeles National Forest representatives, San Gabriel River Ranger District management team, and a tremendous amount of assistance from representatives of the Los



Angeles County, Department of Parks and Recreation. Note: Design and construction will be preformed by professionals who have previous OHV obstacle course building experience.

**SITE OWNERSHIP:** The proposed Obstacle Course and ATV Training Area are located within Los Angeles County Flood Control land, which is managed by the United States Forest Service (USFS) as described within document #56649 dated June 22, 1987. CTUC has been approved for a five-year Forest Service Special Use Permit to operate the Obstacle Course, whereas the ATV Training Area will continue to be managed/operated by the Forest Service.

**PROJECT PHASING:** (1) Phase I; CTUC will level and clear out an area approximately 150' x 300' for the ATV Training Area, with placement of large boulders as designated by Forest Service representatives to delineate the north boundary as shown on the attached site plan. Estimated time of completion is two days; and, (2) Phase II; Level and clear an approximate 250' x 350' area for the Obstacle Course. Construct Obstacle Course per site plan drawing. Estimated time of completion for the Obstacle Course is thirty (30) days, with heavy equipment construction completed within ten (10) days.

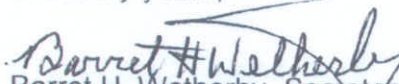
**PROJECT APPROVAL:** All of the required paper work for the Obstacle Course and ATV Training Area are complete. The site plan with associated construction cost sheet is attached for DPR's final approval. The USFS Engineer, Sonja Bergdahl, has reviewed and approved the Project site plan and NEPA documentation. L'tanga Watson (District Ranger) has approved the five-year Special Use Permit for CTUC to manage the Obstacle Course.

**OHV FUNDS:** As Project OHV funds are dispersed, CTUC, which is a 501 {c} [3] Non Profit Corporation, will receive funds, and is responsible for all bills and charges for this Project. CTUC agrees that Project funding will be dispersed at intervals, as outlined within the agreement document, between CTUC, and the County of Los Angeles, Department of Parks and Recreation.

**SITE SUPERVISION:** The Project is under the supervision of the United States Forest Service, with dispersement of OHV funds to be regulated by DPR staff. Management of the Obstacle Course will be the responsibility of the Forest Service, whereas the operation will be handled by CTUC representatives. The CTUC representative Terry Kaiser (chairman of CTUC) is the Project Manager, whereas Mike Bishop (board member of CTUC) will be supervising the construction team.

If you have any additional questions concerning our request for OHV grant funds, please call Terry Kaiser (Project Manager) at (818)-262-0315.

Sincerely yours,

  
Barret H. Wetherby, Secretary  
California Trail Users Coalition, Inc.







# Cost Estimate

## Exhibit B

Category	Type	Item	Materials			Equipment			Labor			Total	% of const.
			Qty	Unit	Price(\$)	Cost(\$)	Qty	Unit	Price(\$)	Cost(\$)	Count		
Management	General	Project Management											
	Preparation	Mobilization	1	ALLOW	5,000	5,000							
	Construction	Misc. hand work											
Construction	General	Tracked dozer											
	Preparation	Misc. hand work											
	Construction	Tracked dozer											
Construction	General	Grading/Earthwork											
	Preparation	Misc. hand work											
	Construction	Grading/Earthwork											
Construction	General	Stone surfacing											
	Preparation	Misc. hand work											
	Construction	Stone surfacing											
Construction	General	Stone obstacles											
	Preparation	Misc. hand work											
	Construction	Stone obstacles											
Construction	General	Fence											
	Preparation	Misc. hand work											
	Construction	Fence											
Construction	General	Leading edge											
	Preparation	Misc. hand work											
	Construction	Leading edge											
Construction	General	Logs (stone/conc.)											
	Preparation	Misc. hand work											
	Construction	Logs (stone/conc.)											
Construction	General	Conc. Paving											
	Preparation	Misc. hand work											
	Construction	Conc. Paving											
Construction	General	Whinch point											
	Preparation	Misc. hand work											
	Construction	Whinch point											
Construction	General	Spill kits											
	Preparation	Misc. hand work											
	Construction	Spill kits											
Subtotal													
Month 1													
Month 2													
Month 3													
TOTALS													
GRAND TOTAL													